[∞] 11518 MTC #23041-K	Volumed Page 3274
HON: THIS TRUST DEED, made this 7th day of VICTORIA S. GUZY and PETER J. GUZY, husband an	February 19.90, between d wife
and a second	Country and and
as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUN	TY as Trustee; and
	an and the set of the
ELIZABETH EDDY	and the second second for the second s
as Beneficiary,	a a state the second
UNIDE CE OSED: OVINUE WITNESSETH	· · · · · · · · · · · · · · · · · · ·
Grantor irrevocably grants, bargains, sells and conveys to inKlamathCounty, Oregon, described as:	trustee in trust, with power of sale, the property
가장 그 가장 물건지는 것을 다양 것, 물건들이 지 않는지 않는지 것 같은 것 같은 것이 것 같았다. 것 같은 것은 것을 것 같은 것을 했다.	e se anna a stat es tot souther set a stat
ot 5 in Block 14, STEWART ADDITION to the City of	Klamath Falls, according to the
Dificial platwthereof on file in the office of the	County Clerk of Klamath County.
Dregou'RUST DEED	

Klamath County Tax Account #3909-007BD-00800.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all lixtures now or hereafter attached to or used in connection with said real estate. FOR THE PURPOSE

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sold, conveyed, assigned or alienated by the grantor without first then, at the beneliciary's option, all obligations secured by this instituterin, shall become immediately due and payable.
To protect the security of this trust deed, grantor agrees:
1. To protect preserve and maintain said property in kod condition not to commit on permet any water of said property in kod condition for the property of the said property in kod condition and repair; not to remove or dedolinations and property in kod condition and pay when due all costs incurred therefor.
1. To complete or restore promptly and in good and, workmanike manner any building or improvement which may be constructed, danged or detored thereon, and pay when due all costs incurred therefor.
1. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions allecting said property; if the beneliciary so request, to join a resecuting such insurance is a well as the cost of all lies searches made by filing officers or searching agencies as may be deemed desirable by the beneliciary may require and to pay for ling same in the proper public office or offices, as well as the cost of all lies searches made by filing officers or searching agencies as may be deemed desirable by the beneliciary with loss payable for the latter; all policies of insurance shall be delivered to the beneliciary as soon as insured; a if the grantor shall all or any reason to procure any such insurance and to ap policy of insurance new or detailer placed on said buildings and policies to the beneliciary and the shall proper as beneficiary may procure the same at grantor's expense. The amount collected instable by the distribution of the second and other charges that may be lapplied by beneficiary any procure the same at grantor's expense. The amount of our or wave any default or nois of default hereander of assets thereof, shall be endities of the second or assets dap of the second and other charges that more the poly o

It is mutually agrood that:

It is mutually agrood that: 8. In the event that any portion or all of said property shall be taken under the right of eminent domain or condemnation, beneliciary shall have the right, il it so elects, to require that all or any portion of the monies payable as compensation for such taking, which are in excess of the amount required to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and applied by it first upon any reasonable costs and expenses and attorney's lees, both in the trial and appellate courts, necessarily paid or incurred by bene-liciary in such proceedings, and the balance applied upon the indebtedness secured hereby; and frantor agrees, at its own expense, to take such actions and execute such instruments as shall be meessary in obtaining such -com-pensation, promptly upon benelicary's request. *P* Admany time and from time to time upon written request of bene-liciary, pament in case of tul reconveyances, for cancellation), without allecting the liability of sup second for the payment of the indebtedness, trustee may (a) consent to the making of any map or plat of said property; (b) join in

Araniing any easement or creating any restriction thereon; (c) join in any subordination or other agreement allecting this deed or the lien or charge thereol; (d) recovery, without warranty, all or any part of the property. The grantee in any received described as the "proon or persons feasily entitled thereto," and the services as the "person or persons feasily entitled thereto," and the services mentioned in this paragraph shall be not less than \$5.
(i) Opon any delault by grantor the adequot of the property. The proon or persons the services menioned in this paragraph shall be not less than \$5.
(i) Opon any delault by grantor the adequot of the creating the advector of the adequot of the truth of the advector of the adequot of the truth threas thereage of the services menioned in this paragraph shall be not less than \$5.
(i) Opon any delault by grantor the adequot of the target and without regard to the adequot of the advector of the adv

while any default or police of default hereful as alloready, shall not cure or pursuant to such noise. 12: 12: Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the steppe with respect to such payment and/or performance, the beneficiary may default will teamer to such payment and/or performance, the beneficiary may default will teamer to such payment and/or performance, the beneficiary may default will teamer to such payment and/or performance, the beneficiary may default will teamer to such payment and/or performance, the beneficiary may default will teamer to such payment and/or performance, the beneficiary may default will teamer to such payment and/or performance. In such an experiment and such performance and the pay of the such and the such that the such payment and such pays. In the event the beneficiary elects to loreclose by advertisement and such pays. In the event the truster and any cures to be recorded his written motical of default and his election to sell the suid described real property to satisfy the obligative notice thereol as then required by law and proceed to loreclose this trust deed in the manner provide in ORS 86.735 to 86.795. 13. Alter the itruste has commenced loreclosure by advertisement and sale, and at any time prior to 5 days before the date the truste conducts the sale, the grantor or any other person so privileged by ORS 86.733, may cure the default or defaults. If the default consists of a lailure to pay, when due, sums secured by the trust deed, the default may be cured by paying the entities amount due at the time to the cure other than such portion as would not then be due had no default occurred. Any other default that is capable of being cured may be cured by tendering the performance required under the obligation or trust deed. In any case, in addition to curing the default or defaults, he person ellecting the cure shall pay to the beneficiary all costs and expenses actually incurred in e

and together with trustees and attorney's lees not exceeding the amounts provided by law, 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said sale may be, posponed as provided by law. The trustee may sell said property either in one parcel or in separate parcels and shall sell the parcel or parcels at auction to the highest bidder for cash, payable at the time of said. Trustee shall deliver to the purchaser its deed in form as required by law conveying the property so sold, but without any covenant or warranty, express or im-plied. The recitals in the deed of any matters of lact shall be conclusive proof of the truthfulness thereol. Any person, excluding the trustee, but including the grantor and beneficiary, may purchase at the sale. 15. When trustee sells pursuant to the powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the expenses of sale, in-cluding the compensation of the trustee day a ressonable charke by trustee's attorney. (2) to the obligation secured by the trust deed, (3) to all persons having recorded liens subsequent to the interest of the trustee in the trust deed as their interest may appear in the order of their priority and (4) the surplus. 16. Beneficiary may from time to time angoint a successor or succes-

surplus, if any, to the grantor or to his successor in interest entitled to such surplus. If any, to the grantor or to any successor in interest entitled to successors to successor surplus. If the successor is any frustee named herein or to any successor trustee appointed here under. Upon such appointment, and without conveyance to the successor function is the latter shall be vested with all tile, powers and duries conterred in the successor function is the successor function when recorded in the overstate modern the county or counties in which, the property is situated, shall be convinue provided in proper appointment of the successor function. The successor function is the successor function of the successor function. The property is situated, shall be convinue provided by law. Trustee is not obligated to only any party hereto of pending sale under any other deed of trust or of any action or proceeding in which, farators, beneficiary or trustee shall be a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the laws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, affiliates, agents or branches, the United States or any agency theread, or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is lawfully seized in fee simple of said described real property and has a valid, unencumbered title thereto except none and that he will warrant and forever defend the same against all persons whomsoever. sche prorects and a AS TE MEMORY & UP O The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family or household purposes (see Important Notice below), (b): for an organization, or (even if grantor is a natural person) are for business or commercial purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the leminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creation as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness Form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. OFFICIAL SEAL MARK R LEES NOTARY PUBLIC - CALIFORNIA (If the signer of the above is a corporation, use the form of acknowledgement opposite.) ORANGE COUNTY My comm. expires SEP 2, 1991 STATE OF ORKERN, California AT E OF OREGON County of ORANGE 85. County of This instrument was acknowledged before me on This instrument was acknowledged before me on February /2 , 19 90 , by 19 . bv CONTRACTOR CONT and the second ALITORNIA State of On this the 12 day of 19_90, before me, ORANGE SS. County of the undersigned Notary Public, personally appeared ICTORIA + OFFICIAL SEAL personally known to me MARK R LEES NOTARY PUBLIC - CALIFORNIA proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ORANGE COUNTY mm. expires SEP 2, 1991 AK subscribed to the within instrument, and acknowledged that executed it. WITNESS my hand and official seal. IN Notary's Signature ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent traudulent attachment of this certificate to another document. THIS CERTIFICATE Tille or Type of Document _ RUST MUST BE ATTACHED TO THE DOCUMENT Number of Pages 90 Date of Document DESCRIBED AT RIGHT: Signer(s) Other Than Named Above REPERENCIA 20000000 TRUST DEED <u> COCCERCICE COCCE</u> STATE OF OREGON, TEVENSINESS LAW PUB. CO. PORTLAND, ORE. offlore SS. LTON TO YUS OTTA OF STRATED IT I certify that the within instrument VICTORIA S. GUZY and PETER J. BUZY dear question was received for record on the 20.th... day 2137 E. Center St. Ha Scould partFeb. of, 19.__90, urr, sells and conveys to musice at 13:07 o'clock ... P.M.; and recorded Anaheim, CA.92805 SPACE RESERVED in book/reel/volume No. _______ on Grantor ELIZABETH EDDY FOR RECORDER'S USE 1655 Greensprings ment/microfilm/reception No.....11518 Klamath Falls, OR 97601. Beneficiary Vill OF (CVMVA) COUNT Record of Mortgages of said County. Witness my hand and seal of AFTER RECORDING RETURN TO County affixed. MOUNTAIN, TITLE COMPANY, OF GDEX' Unapadd and Mria (20 gal er

Evelyn Biehn, County Clerk

By Auliline Mullender Deputy

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KLAMATH COUNTY

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